

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

GREATER ST. LOUIS CONSTRUCTION)
LABORERS WELFARE FUND, an employee)
benefit plan, and BRANDON FLINN, RAYMOND)
LINEHAN, ANDREW ORLANDO, GARY)
ELLIOTT, GALE JAMISON, DAVID GILLICK,)
KENNETH KARSTEN, JAMES MOLL,)
THOMAS DAVIS, JERRY FLEMING,)
MIKE BENIGNO and NORMAN MERLO,)
Trustees of the Greater St. Louis Construction)
Laborers Welfare Fund, and)
CONSTRUCTION LABORERS PENSION)
TRUST OF GREATER ST. LOUIS, an)
employee benefit plan, and ANDREW ORLANDO,)
BRANDON FLINN, GALE JAMISON,)
KENNETH KARSTEN, DAVID GILLICK)
RICHARD McLAUGHLIN, JEFFREY)
O'CONNELL, PASQUALE LOPICCOLO,)
DON WILLEY, JOSEPH BEETZ, GARY)
ELLIOTT, WILLIAM L. LUTH, DONALD)
GRANT, JOSEPH LERITZ, ROBERT FRITZ)
JAY SCHULTEHENRICH and FRANK GRICE,)
Trustees of the Construction Laborers Pension)
Trust of Greater St. Louis, and)
ST. LOUIS VACATION FUND – VACATION)
PLAN, an employee benefit plan, and)
GARY ELLIOTT, BRANDON FLINN)
JAY SCHULTEHENRICH, NORMAN)
MERLO and WILLIAM L. LUTH, Trustees of the)
St. Louis Vacation Fund – Vacation Plan, and)
AGC–EASTERN MISSOURI LABORERS' JOINT)
TRAINING FUND, an employee benefit plan, and)
LARRY BLOOMER, ANDREW ORLANDO,)
PERRI PRYOR, GARY ELLIOTT, RICHARD)
McGUIRE, BRANDON FLINN, JOHN B.)
MORGAN, JOHN P. MULLIGAN, ROBERT J.)
WESOLICH, FRANCIS R. WOJEHOWSKI,)
CLIFF LAND, and JOHN J. SMITH, SR.,)
Trustees of the AGC–Eastern Missouri Laborers')
Joint Training Fund, and LOCAL UNION NOS.)

Case No. _____

42-53-110, LABORERS INTERNATIONAL)
UNION OF NORTH AMERICA, AFL-CIO,)
labor organizations,)
)
Plaintiffs,)
)
v.)
)
TREINNEA HARRIS, an individual d/b/a)
IDD, Inc.)
)
Defendant.)

COMPLAINT

Come now plaintiffs, by and through their attorneys, and for their cause of action against defendant state:

1. Plaintiff, Greater St. Louis Construction Laborers Welfare Fund, hereinafter referred to as “the Welfare Fund”, is an employee benefit plan within the meaning of Sections 3(1), (3), 502 and 515 of the Employee Retirement Income Security Act of 1974, as amended 29 U.S.C. §§1002(1), (3), 1132 and 1145. Plaintiffs Brandon Flinn, Raymond Linehan, Andrew Orlando, Gary Elliott, Gale Jamison, David Gillick, Kenneth Karsten, James Moll, Thomas Davis, Jerry Fleming, Mike Benigno and Normal Merlo are the duly designated and acting Trustees of the Welfare Fund, and are fiduciaries within the meaning of Sections 3(21)(A) and 502 of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1002(21)(A) and 1132.

2. Plaintiff Construction Laborers Pension Trust of Greater St. Louis, hereinafter referred to as “the Pension Trust”, is an employee benefit plan within the meaning of Sections 3(2)(A), (3), 502 and 515 of the Employee Retirement Income Security Act of 1974, as

amended, 29 U.S.C. §§1002(2)(A), (3), 1132 and 1145. Plaintiffs Andrew Orlando, Brandon Flinn, Gale Jamison, Ken Karsten, David Gillick, Richard McLaughlin, Jeffrey O'Connell, Pasquale LoPiccolo, Don Willey, Joseph Beetz, Gary Elliott, William L. Luth, Donald Grant, Joseph Leritz, Robert Fritz, Jay Schulteheinrich and Frank Grice are the duly designated and acting Trustees of the Pension Fund, and are fiduciaries within the meaning of Sections 3(21)(A) and 502 of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1002(21)(A) and 1132.

3. Plaintiff, St. Louis Vacation Fund – Vacation Plan, hereinafter referred to as “the Vacation Fund”, is an employee benefit plan within the meaning of Sections 3(2)(A), (3), 502 and 515 of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1002(2)(A), (3), 1132 and 1145. Plaintiffs, Gary Elliott, Robert Flinn, Jay Schulteheinrich, Normal Merlo and William L. Luth are the duly designated and acting Trustees of the Vacation Fund, and are fiduciaries within the meaning of Sections 3(21)(A) and 502 of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1002(21)(A) and 1132.

4. Plaintiff, AGC - Eastern Missouri Laborers Joint Training Fund, hereinafter referred to as “the Training Fund” is an employee benefit plan within the meaning of Sections 3(1), (3), 502 and 515 of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1002(1), (3), 1132 and 1145. Plaintiffs Larry Bloomer, Andrew Orlando, Perri Pryor, John Stroup, Mark Jones, Gary Elliott, Richard McGuire, Robert Flinn, John B. Morgan, John P. Mulligan, Robert J. Wesolich, Francis R. Wojehowski, Cliff Land and John J. Smith, Sr., are the duly designated and acting Trustees of the Training Fund, and are fiduciaries within the meaning

of Sections 3(21)(A) and 502 of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1002(21)(A) and 1132.

5. Local Unions Nos. 42, 53 and 110, Laborers International Union of North America, AFL-CIO, hereinafter referred to as “the Union”, are labor organizations representing employees in an industry affecting commerce within the meaning of Sections 2(4), (5), (6), and (7) of the National Labor Relations Act, as amended, 29 U.S.C. §§152(4), (5), (6), and (7), and Section 301 of the Labor Management Relations Act of 1947, as amended 29 U.S.C. §185.

6. Defendant Treinnea Harris, an individual d/b/a IDD, Inc., conducts business within this judicial district. Defendant is an employer in an industry affecting commerce within the meaning of Sections 3(5), (11), (12), and 515 of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1002(5), (11), (12) and 1145, and Sections 2(2), (6) and (7) of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §§152(2), (6) and (7).

7. This Court has jurisdiction by reason of Sections 502(a)(3), (ii) and 515 of the Employee Retirement Income Security Act of 1974, as amended, §§1132(a)(3)(ii) and 1145, and Section 301(a) of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §185(a), in that Plaintiff Trustees are fiduciaries who seek to enforce the provisions of their employee benefit plans, and the Union is suing for violation of a contract with defendant.

8. At all times material, defendant was bound by the provisions of a collective bargaining agreement requiring monthly payments to the employee benefit funds in specified amounts and the submission of monthly report forms. That collective bargaining agreement and the plans adopted by the Trustees of the employee benefit funds also provide that the Trustees shall be permitted to perform a financial examination of defendant’s books and records

periodically to insure that payments have been properly made in accordance with the terms of the collective bargaining agreement.

9. Defendant's records were examined for the period of July 1, 2006 through January 1, 2008.

10. That examination shows that defendant owes a total of \$11,225.24, consisting of \$8,671.73 in contributions, \$1,803.18 in liquidated damages, and \$750.33 in interest.

11. Despite demand, defendant has failed to pay this amount.

12. Plaintiffs are entitled to recover interest, liquidated damages, costs, accounting fees and reasonable attorneys' fees pursuant to Section 502(g) of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1132(g), and pursuant to the terms of the collective bargaining agreement and trust agreements.

WHEREFORE, plaintiffs pray the Court as follows:

1. For a judgment against defendant for \$11,225.24;
2. For an order requiring defendant to make payments in the future to the employee benefit funds in accordance with the terms and provisions of the collective bargaining agreement, and such collective bargaining agreements as may be negotiated and executed in the future;
3. For interest, liquidated damages, costs, accounting fees and reasonable attorneys' fees pursuant to 29 U.S.C. §1132(g);
4. For such other and further relief as the Court may consider appropriate under the circumstances.

Respectfully submitted,

HAMMOND, SHINNERS, TURCOTTE,
LARREW & YOUNG, P.C.
7730 Carondelet Avenue, Suite 200
St. Louis, Missouri 63105
Phone: (314) 727-1015
Fax: (314) 727-6804

SHERRIE A. SCHRODER, #4307
MICHAEL A. EVANS, #534636
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing was mailed, by certified mail, return receipt requested, to the Secretary of Labor, United States Department of Labor, P.O. Box 1914, Washington, D.C. 20013 and to the Secretary of Treasury, United States Treasury, 15th and Pennsylvania Avenue, Washington, D.C. 20220, this 7th day of November, 2008.